

SECOND AMENDMENT TO SERVICE AGREEMENT

Effective July 1, 2020 ("Effective Date"), this Second Amendment ("Amendment") amends certain terms and conditions of the Service Agreement made by and between Andy Frain Services, Inc. ("Contractor") and Village of Westmont ("Customer") dated July 1, 2015, as follows:

WHEREAS, Customer and Contractor entered into that Service Agreement effective July 1, 2015 (the "**Agreement**") setting forth the terms and conditions under which Contractor provides Customer certain security services personnel for the purpose of performing certain security services (as defined in the Agreement);

WHEREAS, Customer and Contractor now wish to amend the Agreement by entering into this Amendment with such amended terms to commence as of the Effective Date; and

WHEREAS, any term not defined in this Amendment shall have the same meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, Customer and Contractor hereby agree to amend the Agreement as delineated below commencing as of the Effective Date:

1. Rates. The Parties agree that Contractor shall perform its Services during the extended Term year effective from July 1, 2020 through June 30, 2023 at the following hourly bill rates:

| Term Year | Service Personnel | Bill Rate | OT/Holiday |
|----------------------|-------------------------------------|------------------|-------------------|
| 7/1/2020 – 6/30/2021 | Crossing Guard/ Field Supervisor | \$20.98 | \$31.47 |
| 7/1/2021 – 6/30/2022 | Crossing Guard/ Field Supervisor | \$22.46 | \$33.69 |
| 7/1/2022 – 6/30/2023 | Crossing Guard/ Field Supervisor | \$23.71 | \$35.57 |

Field Supervisor shall provide 1 hour of support per school day

2. Term. The Parties hereby amend Paragraph 12 of the Agreement and extend the Term of the Agreement to June 30, 2023. Therefore, this Amendment amends Paragraph 12 of the Agreement by deleting Paragraph 12 of the Agreement in its entirety and replacing Paragraph 12 with the following:

"This Agreement shall commence on the Effective Date and shall continue until June 30, 2023, unless terminated earlier pursuant to the terms and conditions of this Agreement. After the initial term of this Agreement, unless otherwise terminated as set forth herein, this Agreement shall automatically renew and shall continue in effect on a month to month basis and may be terminated thereafter upon thirty (30) days written notice."

3. The Parties agree that this Amendment shall be incorporated by reference into and shall be made part of the Agreement. The Services as contemplated under this Amendment shall remain subject to all other terms and conditions contained in the Agreement. All other provisions of the Agreement not expressly modified herein this Amendment shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence. For the convenience of the Parties, this Amendment may be executed in any number of counterparts, including by facsimile, electronic signature or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement.

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: _____

Laura Grund

Executive Vice President

Date: _____

VILLAGE OF WESTMONT

By: _____

Name: _____

Title: _____

Date: _____